

ATTACHMENT H

LOGISTICS SUPPORT ANNEX

1 LOGISTICAL SUPPORT – GENERAL

Logistical support will be provided to contractor and subcontractor employees as outlined in this attachment. The support provided in this annex is based on pertinent Federal regulations, treaties and guidelines issued by government oversight organizations within the USEUCOM (United States European Command) - USAFRICOM (United States Africa Command) AOR (Area Of Responsibility). This annex is designed to adhere to Host Nation laws and regulations regarding the stationing of U.S. forces in their respective countries. If there is a conflict between this agreement and the laws, regulations or decisions of the host country, the host nation rules will apply and supersede the relevant area (as determined by the COR) in this annex only. Support for contractor employees who have qualified and received technical expert accreditation status (TESA) by the Director of Contract Personnel (DOCPER) and the German State Land Authority in accordance with Article 73 of the Supplemental Agreement to the NATO Status of Forces Agreement in Germany and USAREUR Regulation 600-700, will be different than support for non-TESA contractor employees.

Logistical support for Camp Lemonnier, Djibouti is addressed in an addendum to this Annex titled "Attachment O – HOA.

1.1 GRADE EQUIVALENCY RATINGS

The Contractor personnel are authorized General Schedule Equivalency (GSE) ratings for determining logistical support privileges and allowances. The Contractor may designate up to 5% of their personnel per site (ie Stuttgart or Djibouti) as managers/supervisors, these personnel will be designated as GSE-13 with a step 5 grading. All other Contractor personnel will be designated as GSE-12 (GS-12 Equivalent) with step 5 grading.

The GSE designation will be utilized when determining privileges with respect to logistics support and official travel (i.e. club membership and billeting) and combined with their step rating to determine Contractor's allowances (Post Allowance, Danger Pay, and Post Differential) and privileges with respect to logistics support and official travel (such as club membership and billeting).

For determining the Housing Allowance the GSE rating is further converted to a military pay grade therefore the GSE-12 rating will be considered the same as an O-4 and the GSE-13 that of an O-5.

1.2 HOUSEHOLD ALLOWANCE DISCLOSURE

The Contractor shall prevent double-dipping where it may cause the Government to pay/reimburse more than once the same allowance. Many allowances are based upon status of the employee and other members of the household. The household may include family members as defined in this annex, partners, or other tenants. The Contractor employee must report and (upon request) provide documentation for all overseas allowances received where any tenant is a Government employee (active duty or civilian) or an employee working on a United States Government contract. Furthermore, the employee must report changes in status within 60 days of occurrence. Failure to fully disclose information initially or providing status changes may result in removal from the task order at no cost to the Government.

2 LOGISTICAL SUPPORT

The U.S. Government will provide logistical support to eligible contractor employees, their spouses and family members as identified in the following paragraphs.

2.1 LOGISTICAL SUPPORT PRIVILEGES

Logistical support is subject to local rules and regulations as well as authorization of the Garrison Commander or Base Support Commander. If available and authorized by the Commander the privileges listed below are allowed by the contract to SOFA approved contractors in the European AOR. These privileges may be revoke, all or in part, if misused.

Commissary including rationed items	Military Exchange including rationed items
Military Banking and Credit Union Facilities	Military Postal Service
Dining facilities	Mortuary Service
Officer or enlisted clubs	Transient Billets
Customs Exemption	Legal Assistance
POV (privately owned vehicle)Registration	Purchase of POL (petroleum and oil products
Driver Licensing	Pet Registration and Control
Morale/Welfare Recreation Services	Armed Forces Recreation Facilities
Army Continuing Education Services	Passport Services
Government (non-tactical) transportation for official contract requirements	
Medical Services on a space-available, cost-reimbursable basis	
NATO Status of Forces Agreement Stamp / documentation (Germany Only)	

2.2 OVERSEAS ALLOWANCES

In addition to the privileges listed above the Contract allows for several allowances consequent to residing and working overseas to be reimbursed by the Government. These allowances like the privileges are only authorized for Contractor employees who have attained SOFA status. These allowances only consider expenses establishing Contractor employees at the task order place of performance, maintaining the employee while there, and repatriating the employee when finished. With the exception of travel and shipment of household items (to include POV) to/from CONUS location, only costs incurred at the task order place of performance will be considered.

Relocation Allowances include travel for employee to include family members and shipment of household goods and POV. Maintenance Allowances include Temporary Living and Subsistence Allowance; Housing; Post Allowance; and Education Allowance. Repatriation Allowances include travel for employee to include family members and shipment of household goods and POV.

2.3 OTHER ALLOWANCES AND AUTHORIZATIONS

Other allowances and authorization include Contractor travel in performance of this task order, Danger Pay, Post Differential, Deployment Training, and Deployment Personal Protective Equipment.

3 RELOCATION ALLOWANCES

The allowances in this section must be utilized at the time the Contractor employee is located to the Task Order place of performance. In order for a relocation to be considered allowable (reimbursable) the move must meet the "50 mile rule" as defined by the IRS and JTR. Post –award the Contractor shall provide their policies in regards to these allowances for incorporation into this annex.

3.1 OVERARCHING GUIDANCE

The Contractor will manage relocations to meet the following requirements:

- The number of relocations that occur during the life of this contract shall not exceed the number of mandatory FTE's authorized upon contract award or later exercised as a new or optional requirement

- The individual components of the relocation (i.e. allowable weight of household goods, number of POV's authorized shipment...etc) shall not exceed that which a Government civilian is authorized
- Relocation allowance is based upon the cost to move a Contractor employee from their CONUS place of hire to the task order place of performance. Should the Contractor employee be hired in an OCONUS area then the cost may not exceed that of moving like employee (and family unit) from the Contractor's corporate headquarters to the task order place of performance.
- Travel time from the Contractor employee place of hire is not an allowable direct cost as performance does not start until after arrival at the task order place of performance

3.2 MINIMUM REQUIREMENTS

The Government requires the Contractor's relocation package to contain the following components as a minimum:

- Transportation for the employee and dependent family members.
- Shipment of one Privately Owned Vehicle (POV).
- Shipment of 12,000 lbs of Household Goods to include up to 60 days temporary storage if necessary
- Insurance cost of shipped POV and HHG.

NOTES: The Government will not have any liability for damage to a shipped POV and HHG other than the insurance premium for such shipments. The Contractor may exceed these allowances provided they stay within FTR/JTR authorizations

4 MAINTENANCE ALLOWANCES

The allowances in this section are allowed only after the Contractor employee has arrived at the task order place of performance. They consist of a mixture of one time (foreign transfer allowance), short duration (TQSA), and long term recurring (Housing, Post Allowance, and Education Allowance) allowances.

4.1 TEMPORARY QUARTERS SUBSISTENCE ALLOWANCE – TQSA

Temporary quarter's subsistence allowance is an allowance granted to a contractor employee for the reasonable cost of temporary quarters, meals and laundry expenses incurred by the contractor employee and/or family members.

The temporary quarters subsistence allowance is intended to assist in covering the average cost of adequate but not elaborate or unnecessarily expensive accommodations in a hotel, pension, or other transient-type quarters at the place of performance, plus reasonable meal and laundry expenses for a fixed period of 30 days after first arrival at a place of performance in a foreign area.

4.1.1 Commencement and Termination

TQSA granted to a contractor employee shall commence the date the employee arrives at a new post and terminate as of the earliest of the following dates:

- On the 31st day following first arrival of the contractor employee
- Date of separation from the task order.

NOTE: Housing and Post Allowance will start on the 31st day regardless of the employees living arrangements. Should the employee still be in temporary quarters receipts from the lodging may be used to substantiate their Housing allowance.

4.1.2 Determination of Rate

To determine the rate TQSA is broken into its two components Temporary Quarters allowance and Subsistence allowance. Both components are based on the daily per diem amounts with the Contract employee receiving 65% of the published amount and each dependent receiving 35% regardless of age and both are authorized for a fixed 30-day period. The difference is in the method it is reimbursed.

Temporary Quarters shall be based on the actual cost of lodging NTE a ceiling derived from per diem's maximum lodging amount where the employee is authorized 65% and each dependent (regardless of age) is authorized 35% of the published rate times 30-days.

Subsistence shall be a fixed amount calculated by using per diem's MI&E rate applying 65% for the employee and 35% times 30-days.

4.1.3 Special Rules

If the Contractor employee's spouse is either a civilian or contract employee of the U.S. Government relocating to the same post, the allowances listed above may not be utilized by both employees. In this situation one employee is to be listed as a sponsor and the other employee is to be listed as a dependent for allowance determination.

Temporary quarters must have been needed and used during the relocation. For example, an employee moving directly into permanent lodging would not be authorized the TQSA. Additionally, staying in no cost quarters will result in the employee receiving the MI&E only.

The Contractor employee and dependents must actually be at the task order place of performance in order to be authorized TQSA.

4.2 Foreign Transfer Allowance – Miscellaneous Expense Portion Only

This allowance is for extraordinary, necessary and reasonable expenses, not otherwise compensated for, incurred by an employee incident to establishing him or herself at any post of assignment in a foreign area. Except as noted in this section the DSSR section 242.1 will be used to govern Foreign Transfer Allowance Miscellaneous Expenses Portion. The other portions of the Foreign Transfer Allowance are not authorized.

The GSE grade of the Contractor employee (either 12 or 13) at step 5 shall be used as for all salary calculations.

4.3 Housing Allowance:

Housing allowance is granted to a contractor employee for the cost of suitable, adequate, living quarters for the contractor employee and his/her family. The housing allowance is broken into two components – a cost-reimbursable with a not to exceed ceiling Rental Allowance and a fixed Utility/Recurring Maintenance Allowance – both based on local currency (Euro) amounts with a current exchange rate provided.

Housing Allowance Rates can be found at <http://www.defensetravel.dod.mil/site/ohaCalc.cfm>

- Contractor employees with a GSE-12 rating shall receive the same allowance as an O-4
- Contractor employees with a GSE-13 rating shall receive the same allowance as an O-5

4.3.1 Rental Allowance

Rental allowances are computed by the DoD by using actual rent payments as reported through the local finance systems. The maximum rental allowances are set so that 80 percent of active duty members with dependents have rents fully reimbursed. Some members are expected to pay some out-of-pocket amount. Unaccompanied members or members without dependents are entitled to 90 percent of the with dependents rate. All members are reimbursed for rent up to the amount of the lease or the allowance ceiling, whichever is less.

4.3.2 Utility/Recurring Maintenance Allowance - URMA

The URMA is paid monthly to defray expenses paid directly to utility companies and expenses incurred from recurring maintenance and minor repairs for the leased residence. Expense data gathered from active duty members receiving OHA and paying their own utility bills determines this allowance. Like the rental allowance URMA is set to cover the 80th percentile of reported costs. Members without dependents and paying their own utilities are entitled to 75 percent of the rate set for members with dependents.

4.3.3 Commencement and Termination

Housing allowance will commence the day following termination of TQSA or when permanent living quarters are occupied, whichever is later.

The allowance shall continue for as long as the Contractor employee remains in a billable status on the task order or initiates pre-departure TQA, whichever is sooner.

Notes:

- Billable status shall include:
 - o Periods of vacation
 - o Federal holidays
 - o Short Term Disability (STD) and Family & Medical Leave (FML) not to exceed 20 work days total (combined) per individual employee per contract year.
- The housing allowance shall be terminated for STD in excess of 20 work days and all periods of Long Term Disability (LTD). Re-commencement shall be on the first day the employee returns to work following STD and LTD.
- Partial month payments shall be calculated by determining what would be authorized for said month (normal rental allowance plus URMA) dividing by 30 then multiplying by the number of days in billable status.
- The Contractor shall notify the COR in writing, e-mail is acceptable, whenever an employee billable status impacts their housing allowance. In addition, the invoice back shall indicate partial payment and the calculation in the "Comments" column.

4.3.4 Special Rules

4.3.4.1 Multiple Household Members Receiving Housing Allowance

Should more than one household member receive a housing allowance either directly (active duty or Government civilian) or indirectly (DoD contractor) then the Housing Allowance will be adjusted as follows:

- Rental Allowance will be based upon the rental agreement amount divided by the number of occupants receiving a housing allowance not to exceed the single rate OHA ceiling
- URMA will be paid at the single rate unless further adjusted by the following paragraph

4.3.4.2 Rent Includes All or Some Utilities

Some rental agreements include all or some of the utilities in the lease, in such cases the Housing Allowance will be adjusted as follows:

- If all the utilities are included in the lease then URMA will not be allowed however the rental allowance ceiling amount will increase by the URMA amount
- If some utilities are included then the calculation using climate codes and utility points as defined in JFTR Chapter 10 paragraph U10024 will be used to determine allowance amounts.

4.4 Post Allowance (Cost of Living Allowance – COLA)

Post allowance is a cost-of-living allowance granted to a contractor employee officially stationed at a post in a foreign area where the cost of living, exclusive of quarter's costs, is substantially higher than in Washington, D.C. Except as noted in this section the DSSR section 220 will be used to govern Contractor Post Allowance with the rates coming from the table in Section 229.

Post allowance will be calculated not on the Contractor employee's salary but rather using the GS pay scale of a step 5 at the employee's GSE grade.

4.5 Education Allowance

Education allowance is an allowance to assist a contractor employee in meeting the extraordinary and necessary expenses incurred by a contractor employee by reason of service in a foreign area, not otherwise compensated for, in providing adequate elementary and secondary education for dependent children. The education allowance is designed to assist in defraying those costs necessary to obtain educational services which are ordinarily provided without charge by the public schools in the United States. Except as noted in this section, the DSSR section 270 will be used to govern Education Allowances.

An employee has freedom of choice in school selection to include homeschooling with reimbursement up to the rate cited by the Department of Defense Dependent Schools (DoDDS)– Europe or for homeschooling the DSSR section 274.11.b.

Government personnel go through a mandatory screening process to determine if the requirements of children with special needs can be met by the local DoDDS facility and staff however no such mandatory process exists for the dependents of Contractor employees. It is incumbent upon the Contractor to determine if the special needs of the dependents of their employees can be met. The Government will not be liable or reimburse any expense above that which DoDDS publishes for basic tuition.

Education Allowances are only allowable for dependent children who reside with the Contractor Employee at the Task Order Place of performance.

DSSR Section 280 does not apply to Contractor employees or their dependents.

4.6 TEMPORARY QUARTERS ALLOWANCE (TQA) – DEPARTURE

Temporary quarter's allowance is an allowance granted to a contractor employee for the reasonable cost of temporary quarters immediately prior to departing the task order by the contractor employee and/or family members.

The temporary quarters subsistence allowance is intended to assist in covering the average cost of adequate but not elaborate or unnecessarily expensive accommodations in a hotel, pension, or other transient-type quarters at the place of performance..

4.6.1 Commencement and Termination

TQA granted to a contractor employee shall commence not earlier than 10 days prior their final work day on the task order and terminates on the morning following their final day.

4.6.2 Determination of Rate

TQA shall be based on the actual cost of lodging not to exceed an ceiling derived from per diem's maximum lodging amount where the employee is authorized 65% and each dependents (regardless of age) are authorized 35% of the published rate times 10-days

4.6.3 Special Rules

The employee may not receive both a Housing Allowance and TQA at the same time. If the Contractor employee's spouse is either civilian or contract employees of the U.S. Government relocating to the same post, the allowances listed above may not be utilized by both employees. In this situation one employee is to be listed as a sponsor and the other employee is to be listed as a dependent for allowance determination.

The Contractor employee and dependents must actual be at the task order place of performance in order to be authorized TQA.

4.7 Continuation of Allowances – Special Circumstances

Housing, Post, and Educational allowances shall continue when it is determined to be in the public interest by the COR and:

- While the Contractor employee is in a non-billable status for a period not to exceed 30 days
- When the contractor employee dies and expense continues to be incurred for lease termination or family housing prior to the family's final departure (not to exceed 60 calendar days)
- While the contractor employee is temporarily absent from the post under military orders

5 TEMPORARY DUTY (TDY) TRAVEL

The Government will require contractor personnel to travel to other designated sites to perform work IAW this TO. Contractor TDY support on site support at these locations shall be in compliance with TESA requirements, i.e., 90 days TDY TESA or TDY "FAX-BACK" status. The contractor shall conduct all travel with the approval of the COR under a written Travel Authorization (TA) in accordance with this annex and the Federal Travel Regulation (FTR). The Government may provide in-country transportation "For official use only" (FOUO). All contractor personnel employed under this Task Order shall possess required passports and Visas and will have obtained all required immunizations prior to Continental United States (CONUS) departure.

Excepted as noted in this section the JFTR will be used to govern TDY travel with the rates determined by GSA for CONUS locations and the Department of State for OCONUS locations

5.1 Travel Requirements:

All air travel shall be on an American flag carrier, when available, in accordance with the FAR Part 52, Clause 52.247-63, Preference for U.S.-Flag Air Carriers. Specifically, when a U.S. carrier is not available the contractor shall include a statement on the invoice IAW Paragraph 52.247.63(d).

The contractor shall use the most economical means for air travel provided that they are first following the Fly America Act

5.2 Use of Government Transportation and Lodging Facilities:

The Government may permit travel on DoD aircraft to satisfy mission requirements in this Task Order, for PCS or TDY travel, at the discretion of the local commander and approved by the COR.

The Government may require Contractor personnel to stay in Government facilities either at no cost or reimbursable, if available. In such case M&IE rates will not be impacted.

5.3 Itinerary variation:

When circumstances arise after travel begins requiring itinerary variation and will increase the cost of the TDY assignment, the Contractor will notify the COR once becoming aware of the required change to obtain either authorization. While the initial request and response may be verbal, the Contractor must follow-up in writing and receive written authorization from the COR.

5.4 Special Rules:

Travel time NTE 8 hours per travel day may be either billed as labor or used as compensated time off

The per diem rate is determined based on the traveler's TDY location not the lodging location

Per diem allowances shall not be allowed when the official travel period is 12 or fewer hours. This rule also applies to permanent duty travel. For TDY travel, the prohibition applies if the total time en route and duty period from the time of departure until the time of return to the PDS is 12 or fewer hours

Per diem allowance's M&IE (Meals and Incidental Expenses) rate will be paid at 75% of the TDY location's listed MIE rate on the first and last day of travel.

6 Danger Pay

The danger pay allowance is designed to provide additional compensation above basic compensation to all U.S. Government civilian employees, including Chiefs of Mission, for service at places in foreign areas where there exist conditions of civil insurrection, civil war, terrorism or wartime conditions which threaten physical harm or imminent danger to the health or well-being of an employee. These conditions do not include acts characterized chiefly as economic crime. The danger pay allowance may be granted separately from any allowance of post differential and may be granted at foreign posts or country/areas which have no post differential. The amount of the danger pay cannot exceed 25 percent of basic compensation.

DSSR section 650 will be used to govern Danger Pay with the allowance calculated not on the Contractor employee's salary but rather the GS pay scale of a step 5 at the employee's GSE grade

7 Post Differential

Post Differential (aka Hardship Pay) is established for any place when, and only when, the place involves extraordinarily difficult living conditions, excessive physical hardship, or notably unhealthful conditions affecting the majority of employees officially stationed or detailed at that place. Living costs are not considered in differential determination. The State department reviews conditions at differential posts periodically (at least biennially) to insure that the payment of hardship differential shall continue only during the continuance of conditions justifying such payment.

DSSR section 500 will be used to govern Post Differential with the allowance calculated not on the Contractor employee's salary but rather the GS pay scale of a step 5 at the employee's GSE grade

8 REPATRIATION ALLOWANCES

The allowances in this section must be utilized within 60-days of the Contractor employee's final work day on the Task Order. In order for a repatriation to be considered allowable (reimbursable) the move must meet the "50 mile rule" as defined by the IRS and JTR. Post –award the Contractor shall provide their policies in regards to these allowances for incorporation into this annex.

8.1 OVERARCHING GUIDANCE

The Contractor will manage relocations to meet the following requirements:

- The number of repatriation that occur during the life of this contract shall not exceed the number of mandatory FTE's authorized upon contract award or later exercised as a new or optional requirement
- The components of the relocation (i.e. allowable weight of household goods, number of POV's authorized shipment...etc) shall not exceed that which a Government civilian is authorized
- Repatriation allowance is based upon the cost to move a Contractor employee from the task order place of performance to any designated CONUS location. Should the Contractor employee wish to relocate to an OCONUS area than the cost may not exceed that of moving like employee and family from the task order place of performance to the Contractor's CONUS based corporate headquarters.
- Travel time from the Contractor employee place of hire is not an allowable direct cost as performance ends with the last day of performance on the task order.

8.2 MINIMUM REQUIREMENTS

The Government requires the Contractor's repatriation package to contain the following components as a minimum:

- Transportation for the employee and dependent family members.
- Shipment of one Privately Owned Vehicle (POV).
- Shipment of 12,000 lbs of Household Goods **or one standard 40 foot container** to include up to 60 days temporary storage if necessary **Note: The Contractor must provide the COR written notice as to which option will be used prior to shipping**
- Insurance cost of shipped POV and HHG.

NOTES: The Government will not have any liability for damage to a shipped POV and HHG other than the insurance premium for such shipments. The Contractor may exceed these allowances provided they stay within FTR/JTR authorizations

9 Other

9.1 Base Access:

The Government will provide the credentials needed to gain access to Government installations required under this Task Order.

9.2 MISCONDUCT

The contractor shall comply with, and be bound by USAREUR Regulations concerning misconduct by any contractor employee or family member receiving logistical support.

The Contractor shall be responsible for cooperating with the appropriate military and civilian authority in the investigation of and resolution of any allegations of misconduct on the part of the contractor personnel or their family members.

In the event that the Contractor and/or family member are barred from the base or required to return to CONUS, the Government will not be liable or reimburse any expense for travel or repatriation regardless of Contractor policy.

9.3 Additional Instructions and Guidance

The contractor PM (Program Manager) is responsible to ensure all logistical support (e.g. ID cards, ration cards, POV tags and registration, POV and Government-Owned Vehicle (GOV) operator's licenses, security badges, and base access passes) are returned to the COR within one work day after termination of the contract employee from the contract. This includes family members. The COR can extend the due date for any of the items listed above upon receiving a written justification as to extenuating circumstances.

In the event the Government cannot provide all or part of the logistical support listed in this annex, the contractor is not relieved from performing in accordance with all terms and conditions of this task order. Logistical support not provided by the Government will be reimbursable in accordance with invoicing procedures for Other Direct Costs (ODCs), with the prior approval of the COR.

10 Contractor Employee DOCPER and German TESA Approval

DOCPER (Department Of Defense Contractor Personnel office) is responsible for receiving, evaluating and approving contractor employment applications before turning those applications over to the German Government for final approval. Employees receiving a TESA (Technical Expert) approval will be allowed to work in Germany. The contractor PM is responsible for ensuring that contractor employees not receiving TESA approval are legally able to work in Germany (i.e. work permit, etc). The Government will not become a party to any contractor or contract employee residence or tax issue.

The contractor is responsible for submitting TESA employee applications through the COR for review and approval prior to submission to DOCPER for approval in accordance with TO Section C, Paragraph C.5.

The requirement for contractor personnel to secure and maintain Secret, Top Secret, and Compartmented security clearances does not guarantee that the German Government will grant a technical expert accreditation status (TESA) in accordance with Article 73 of the United States and Germany Status Of Forces Agreement (US/GE SOFA).

Reassignment or re-designation of TESA approved employees by the contractor must be approved by the COR and DOCPER.

11 Definitions:

"United States", for the purposes of this section, means the several States of the United States of America, including Alaska and Hawaii, the District of Columbia, its territories or possessions, the Commonwealth of Puerto Rico and the Commonwealth of the Northern Mariana Islands.

"Family" or "family member" means one or more of the following individuals residing in the same quarters as the employee at the task order place of performance but who does not receive from the Government (either directly as an Active Duty member or Government employee or indirectly as a US Government Contractor) an allowance similar to that granted to the employee and who is not deemed to be a dependent or a member of the family of another employee for the purpose of determining the amount of a similar allowance:

- (1) spouse
- (2) children who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support. The term shall include, in addition to natural offspring, step and adopted children and those under legal guardianship of the employee, of the spouse, or of the domestic partner when such children are expected to be under such legal guardianship at least until they reach 21 years of age and when dependent upon and normally residing with the guardian. Any child or children of a domestic partner of an employee shall be deemed a stepchild of the employee.
- (3) parents (including step- and legally adoptive parents) of the employee, of the spouse, or of the domestic partner, when such parents are at least 51 percent dependent on the employee for support;
- (4) sisters and brothers (including step or adoptive sisters, or step or adoptive brothers) of the employee, of the spouse, or of the domestic partner, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age or, regardless of age, are incapable of self-support